DOCUMENT RESUME

ED 046 377 JC 710 028

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TITLE Collective Negotiations and the Community College System in Massachusetts: A Case Study.
PUB DATE Oct 70
NOTE 19p.

EDRS PRICE EDRS Price MF-$0.65 HC Not Available from EDRS.
DESCRIPTORS *Collective Bargaining, *Collective Negotiation, *Employment Problems, Faculty Organizations, Grievance Procedures, *Junior Colleges, Negotiation Agreements, Negotiation Impasses, *Teacher Associations, Unions
IDENTIFIERS Massachusetts

ABSTRACT

This report serves as a model of collective negotiations and the community college system. An overview of negotiations in public education is offered, as well as a discussion of the history of faculty organization and the resulting negotiations at Massasoit Community College. Two specific problems arise in negotiations: the recognition of the bargaining association or associations by the board, and harmony and cooperation within the negotiating unit. Topics for negotiation at Massasoit Community College were: association and faculty members' rights, rights of the board, professional behavior, deduction of professional dues, conditions of employment, faculty benefits, faculty participation in the selection process, grievance procedures, and contracts, evaluation, and non-reappointment. The implications of the contract are that: system-wide negotiations may occur; new bargaining units will develop as new communities of interest become apparent; in the immediate future, the board may use the association to pressure the legislature to speed up growth of the community college system; the contract as a faculty protective device seems to limit improving education; the board may be forced to negotiate on matters of wages; to have to voice in affairs, students may have to organize and negotiate; and there will be future interactions between the association and the board to redefine roles. [Because of marginal reproducibility of original, this document is not available in hard copy.] (CA)

ED 046377

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COLLECTIVE NEGOTIATIONS AND THE COMMUNITY COLLEGE SYSTEM IN MASSACHUSETTS - A CASE STUDY

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JC 710 028

October, 1970

UNIVERSITY OF CALIF.
LOS ANGELES

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COLLECTIVE NEGOTIATIONS AND THE COMMUNITY COLLEGE SYSTEM IN MASSACHUSETTS

A CASE STUDY

The first negotiated contract in Massachusetts higher education has been obtained by the Massasoit Faculty Association. This contract represents part of a developing trend toward negotiated settlements in higher education. As this contract holds significance for the regional community college system in Massachusetts and for higher education generally throughout the state, the present paper will examine the Massasoit situation, its implication for the state's system of higher education, and the nature of the negotiated agreement.

OVERVIEW OF NEGOTIATIONS

Collective negotiations, defined by Lieberman and Moskow (1966) ". . . as a process whereby employees as a group and their employers make offers and counter-offers in good faith on the conditions of their employment relationship for the purpose of reaching a mutually acceptable agreement," were rare in public employment, but particularly public education before 1960. During that year the United Federation of Teachers (UFT), an affiliate with the American Federation of Teachers (AFT), began its campaign to force the N.Y.C. Board of Education to bargain collectively over conditions of employment. Following a one day strike and the subsequent fact-finding committee's recommendation to introduce collective bargaining in that school system, the UFT became the bargaining agent for the city's public school teachers. Not until after many strikes and nearly continuous negotiations during 1960 to 1965, however, did the UFT reach a salary agreement with the city. Taking a lead from its rival AFT, the National Education Association (NEA)

during 1965-1966 promoted the need for written agreements on terms and conditions of employment and exclusive representation of teachers in a given system. Further, by 1965 ten states had legislation regulating collective negotiations in public education--among them Massachusetts. Clarifying and expanding its concern in this area, Massachusetts legislation guaranteed in 1967 (General Laws of Massachusetts, Chapter 149, section 178F) the right of public employees to join organizations to "bargain collectively through representatives of their own choosing on questions of wages, hours and other conditions of employment and to engage in other concerted activities." As customary with civil employees this law prohibited strikes against governmental agencies.

NEGOTIATIONS AT MASSASOIT COMMUNITY COLLEGE

As early as 1966-67, the first year of the college's existence, individual faculty members promoted an independent faculty association and considered membership in national organizations such as AFT or NEA. The primary reasons for the rapid development of what later became known as the Faculty Association lay among the following considerations.

Massasoit College, a public two-year institution, began and still remains in cast-off buildings with poor physical plants and somewhat poor custodial and physical plant services. These conditions constituted a major daily source of faculty aggravation for which they could get little relief. Many faculty members considered the administration as ineffectual in relieving these conditions. In addition rumors, given some credence by the administration, of a ten percent across the board pay increase had circulated since the college's inception raising expectations that a pay increase was forthcoming. Indeed, it eventually did materalize some four years later, but always having it just around the corner became a source of continual frustration and irritation for many teachers. Of great significance was the

fact that many faculty members had transferred from secondary schools where they had contact with the Massachusetts Teacher Association (MTA). These men felt this type of organization could give them a powerful voice in the governance of the college.

The Presidents' Council, comprised of the heads of all the public community colleges, had established a faculty group with one representative from each college to make recommendations to them. Members of the Massasoit faculty who had attended such meetings opined that the group was impotent and too conservative. It could only "recommend" policy or procedure and held no authority for implementation. Although sometimes thought of as an alternative to the Faculty Association by administrators, the Massasoit faculty eventually refused to send representatives. This, in effect, left the faculty with no voice in administration--a condition which the faculty would not endure for very long.

A number of attitudes conspired to produce a strong desire for a representative organization of faculty interests on the Massasoit campus after rejecting the option developed by the Presidents' Council. A general mood of militancy and non-acceptance pervaded the teaching ranks in an inflationary economy and the successes of organized teachers in other areas to secure better conditions. In a rapidly expanding institution, impersonality and bureaucracy soon replaces an informal style of governance. Collective bargaining reenforces faculty influence. Organizational rivalry fanned the desire for a bargaining unit, as both the NEA and AFT visited the campus with their message of anticipated gains to result from the proper organization of the faculty in its press for demands.

All these reasons in concert led, in spring 1968, to the establishment of an independent association which claimed support from almost the entire

faculty. This group moved to consider state and national affiliation and shortly an overwhelming majority of the faculty (95%) voted to join the Massachusetts Teachers Association (MTA) and the National Faculty Association of Community and Junior Colleges (NFA), both NEA affiliates.

The following summer representatives from the Massasoit Faculty Association (MFA) met with MTA and NFA representatives to develop a written agreement to use in negotiations. The meetings resulted in the development of a model contract for bargaining which would serve as the basis for the NFA's "Prototype Master Agreement." This prototype remains in use by NEA-NFA as a model for developing negotiation proposals in community and junior colleges throughout the country.

Beginning in December, 1968, and continuing for approximately one year, negotiations took place between representatives of the Massasoit Faculty Association (MFA), the MTA, the NFA, and the representatives of the office of the Massachusetts Board of Regional Community Colleges. The Faculty Association contends that on December 31, 1968, the Bureau of Administration and Finance pursuant to Massachusetts Public Law GL C 149, 178F (c777), designated the Board chairman as the agent for the Board. On November 6, 1969, the Board chairman and the negotiating team signed the resultant document. The MFA ratified the contract and, assuming its legality, moved to implement its provisions.

Later the Faculty Association received word through the college president, that until the Regional Board approved the contract it was not a valid document, despite the attitude of both the Association and the MTA that the document was legal and binding and that this vote was unnecessary. The Board voted not to accept the contract in its initial form and requested

further discussions to promote agreement. The Faculty Association reconsidered the matter in February, 1970, with the assistance of an MTA representative. The Faculty Association president maintained that "clarification of terminology" and not renegotiations was at issue. He emphasized further that there would be no substantive changes in the contract and requested that he be empowered to meet with the Personnel Policies Committee of the Regional Board "for the purpose of clarification of the contract so as to bring it to ratification by the Board." The faculty voted him such authority.

The contract was returned to the Faculty after these meetings had taken place. Negotiations had led to substantive changes and many of the faculty felt that it was considerably weaker. On the other hand, it was a contract, the first of its type, and better than none at all. With some misgivings, the Faculty Association ratified the contract in March, 1970, and created a collective negotiations agreement between the State Board and the Massasoit Faculty Association.

THE NEGOTIATED AGREEMENT

Experience with collective bargaining points out two specific problem areas which arise from negotiations. In the next few paragraphs we will discuss these as they relate to a public community college.

1. Recognition

Recognition means that the employer, in this case the Regional Board of Community Colleges, agrees to accept some group as the representative of two or more employees. The issue here becomes one of who is recognized? Although four types of recognition exist, viz.,(1. teachers' councils, 2. joint representation, 3. proportional representation and 4. exclusive recognition.) Massachusetts law provides only for exclusive recognition. This dictates that a majority of employees will select one and only one

group to represent their interests. At Massasoit this became the Massasoit Faculty Association. Initially the Presidents' Council had attempted to establish a teachers' council, but it floundered and did not involve negotiations.

Exclusive representation, as at Massasoit, assures resolutions of differences by the time negotiators reach the bargaining table. Thus, a united and powerful front may be presented. In addition, responsibility for decisions becomes clearly fixed. If leadership makes an unpopular decision, the membership knows where to assess blame. Further, this form of representation makes it easier for the employer (the Board) to negotiate since it need deal with only one group.

2. The Negotiating Unit

The negotiating unit at Massasoit includes all full-time members of the professional staff who receive a letter of appointment, with the exception of: the president, assistant to the president, deans, business manager, director of the evening division, and director of the summer division. The designation "faculty member" refers to those covered in the contract.

Unit determination gives rise to an extremely difficult and important problem involving such issues as adequate size of a unit needed for representation, the extent to which employee differences will be resolved prior to negotiations, etc. For the present at least the existence of only one unit precludes antagonisms here. As other interest groups arise, competition and conflict could develop in the designation of a bargaining unit.

The Board added its first change in this part of the contract in granting to itself the initial determination of whether new professional positions became part of the bargaining unit. The Board also chose to add a section

which makes null and void any portions of the agreement which conflict with federal or state law or statutes.

Administrative dominance seems not to constitute a major concern at this time. Although in many cases the administration and the faculty have a "community of interest" (the term which defines the members of a bargaining unit), the separation imposed focuses on the actual or potential conflicting interests of the two groups. This may evolve into an issue at some point when teaching faculty question the Association membership of lower level administrative personnel, such as the director of admissions, registrar, and director of student activities.

TOPICS FOR NEGOTIATION

Possibly, collective bargaining might deal with only a few items, such as salary and hours. Or, conceivably hundreds of items might come under consideration, e.g. how many desks of what type in each of how many classrooms? Fortunately, the Massasoit contract steers a reasonable course between absurd simplicity and equally nonsensical attention to details.

1. Association and Faculty Members' Rights

That part of the agreement which discusses the rights of the faculty and association reiterates those already contained in the General Laws of the Commonwealth of Massachusetts. Thus, their right to organize without

interference from the administration is guaranteed. In addition, the Faculty Association is assured the use of the college mail, and buildings, for transaction of its business, the right to examine existing financial and other reports about the college, the opportunity to collaborate on long range institutional planning, access to individual files in the presence of the individual, and, on request, representation at Regional Board meetings.

In the ratified contract the State Board made one minor and two major insertions. It added that although the Association could use college facilities, it must leave them neat and orderly. One wonders whether the Board asserted paternalism or whether they feared future conflict over janitorial services where meetings of the Association created more work for the staff. Further, the Board stipulated that pursuant to Massachusetts law there could be no strikes, slow downs, or other disruptive actions. In the event of such happenings, the Association must not only attempt to halt them, but also must disavow them. This addition follows from legal requirements and merely reiterates what the association members must have known. Most importantly, the new contract did not contain the word "wages" as an area for negotiations. Such a major exclusion distinguishes the Massasoit agreement from the vast majority of collective bargaining documents, which consider salaries as the sine qua non of working conditions and employees' rights.

2. Rights of the Board

In the initial agreement, the Board retained its legally conferred rights and obligations and any others not specifically limited by the terms of the agreement. In the revised contract the Board emphasized a previously split statement that accepted the terms of the agreement "to the extent these terms do not interfere with the administration of the college."

This statement deserves critical attention. It seems to throw the whole contract open to dispute and leaves unanswered the obvious question, who decides when something interferes with administration of the college? If any single statement in the contract demands clarification, it is this one.

3. Professional Behavior

In this section the Board and the Association both agree to accept the NEA Code of Ethics of the Education Profession. Breaches of the code will be reported to the faculty member concerned and the Association will attempt to correct them and may institute proceedings against a violator.

Item C, which initially stated that when the administration summoned a faculty member a representative of the Association must be present, was revised to mean that if a faculty member is called for disciplinary reasons, or if the hearing becomes disciplinary in his opinion, he is entitled to Association representation.

4. Deduction for Professional Dues

This section stipulates that membership dues in the Association may be deducted from the paychecks of consenting faculty members, as permitted by Massachusetts law. The "check-off" assures the Association of money immediately and avoids the time and trouble involved in collecting membership fees. The automatic collection of dues avoids the ill will and morale problems that might otherwise be created by continual nagging for money. Some writers suggest, however, that dues deductions weaken organizational militancy. The officers may feel, for example, less responsible for demonstrating the benefits of the organization when the money roles in automatically.

5. Conditions of Employment

The maximum faculty load cannot exceed 15 semester hours with two preparations, nor more than 12 hours with more than two preparations. The Association agrees to support the Board in improving student-faculty relations and support personnel. A faculty member's total assignment including his teaching load and office (counseling) hours cannot surpass 20 hours a week. Theoretically at least, with the exception of monthly faculty meetings and some other committee meetings, a faculty member's official work load apparently cannot exceed twenty hours per week. Since most other assignments are voluntary, e.g., student clubs and functions, this seems like a very brief work week. No doubt many faculty members will work additional hours on preparation and committee work, but the apparent limitation to twenty hours per week seems a rather unprofessional stipulation.

Under the terms of the agreement faculty members will consult with the president or dean on the selection of division chairmen, and will vote by departments to select the department chairmen. As will be seen later the agreement gives the faculty an important say in who will head departments and divisions and who will administrate. The right to select important college personnel may well be the most powerful part of the agreement.

Another point about conditions of employment reinforces the use of the Association by the Board to support certain administrative policies. Concerning teaching load, counselors, librarians, parking facilities, etc., the Association agrees to support the Board's attempt to improve each of these areas.

6. Faculty Benefits

This section includes discussion of paid leaves of absence (sick leave, sabbatical leave, and retention of benefits with such leaves), unpaid leaves of absence (advanced study, exchange teaching, military leave, service in professional organizations, maternity leave, and retention of benefits). The Board altered this section so that a faculty member cannot advance automatically to the place on the salary schedule where he would have been if he had stayed at the College. Instead, the person remains in the same spot as when he left, unless he receives special consideration for advancement.

7. Faculty Participation in the Selection Process

By the provisions of this section the Association takes an active part in the selection of all professional staff in the College. In placing a faculty member on the Regional Community College Personnel Selection Committee, the Association assists in the selection and evaluation of any future new president of the College. All other administrative vacancies will be filled from three candidates selected and ranked by the Association Selection Committee, composed of three members appointed by the president of the Association. On this point, the Board inserted a statement which allows the President of the College to reject all of the names submitted to him, whereupon the whole selection process begins again. A similar procedure applies to the selection of faculty.

The president of the Association through his power to determine the selection committee becomes an extremely powerful individual. In choosing the candidates for many administrative positions, the Association takes a dominant role in that personnel function. The participation of faculty in the selection process constitutes a focal point of the agreement. To the

extent that this creates a more objective hiring procedure, this function is desirable. It does raise some questions concerning the smooth running of the College since the agreement allows the selection committee tremendous latitude in hiring the registrar, director of admissions, and other staff members. All of these individuals must work closely with the dean of students. Personality factors bear heavily on the smooth operation of any enterprise. A technically competent individual might hold different views or a conflicting personality so as to make it difficult or impossible for him to work with the dean. Nevertheless, the dean may have little to say in the hiring of his immediate subordinates.

8. Grievance Procedure

A grievance is defined by the agreement as a complaint by a faculty member, group of faculty, or the Association "based upon an event which affects a condition of employment, discipline and/or violation, misrepresentation or misapplication of any provision of. . ." the agreement. Grievances will have a first hearing by informal discussion with the department head or administrator. If the grievants are not satisfied, they may file a formal complaint with the president or his representative. Within a week the president must meet with the Association to resolve the grievance and make known his decision, in writing, during the following week. If satisfaction has not resulted, the Association will file the grievance with the state Board which must convene within two weeks and submit a written decision within one week following the hearing. If the grievants are unsatisfied still, the Board and the Association will agree upon an impartial arbitrator using American Arbitration Association rules. The parties are bound by the decision of the arbitrator, fees are to be shared, and adjustments of grievvance must be consistent with the terms of the agreement.

This procedure seems flexible and fair to both parties. Since grievances will be arbitrated almost immediately under the terms of this agreement, the future will determine the effectiveness of these procedures.

9. Contracts, Evaluation and Non-reappointment

All appointments to professional staff positions must be in writing indicating eligibility for tenure and the terms and conditions of the appointment. Persons holding staff positions cannot enjoy tenure. Unless otherwise specified, appointments do not include tenure and limit the time of employment. Appointment of a faculty member to a seventh year constitutes granting of tenure.

The department/division chairman and two tenured faculty members (where possible) from the department will evaluate all non-tenured faculty once a year. Evaluation of tenured faculty will occur every three years. The criteria used in evaluation will be those established by the faculty. A written report with a recommendation for appointment or non-reappointment will be prepared and submitted to the dean of the faculty and the individual. If the dean does not concur with the recommendation, he will addend his opinion. Before final decision, the faculty member will have the right to a conference with the president.

Criteria to determine eligibility for tenure will include instructional ability, relationships with students, professional growth, and commitment to community services. The president will retain his prerogative to recommend tenure based on the reports he receives. Ordinarily consideration for tenure occurs after five years of consecutive experience at an accredited institution of higher learning or a Massachusetts community college. However, the president can recommend for tenure at any time, if he deems it proper to do so.

Notice of decision on reappointment occurs six months after the initial appointment, three and one-half months during the second through fourth years of teaching, and twelve months prior to the expiration of the current appointment for greater lengths of service. Notice must be given in writing. Failure to give such notice shall constitute reappointment.

A non-tenured faculty member may be removed for cause, assuming he has had the right to a hearing. A written recommendation by the president must be submitted to the Board. The individual can request a hearing within ten days of notification of such a recommendation and must be so informed. With thirty days notice, the Board must conduct such a hearing with appropriate counsel for the individual.

Tenured faculty can be removed for "just cause." The description of "just cause" is unclear, and the procedures to remove a tenured faculty member seem difficult enough to avert such actions except in outstanding cases. The individual has a right to legal counsel and Association representation throughout such procedures.

IMPLICATIONS OF THE CONTRACT

Any discussion of the implications of this negotiated settlement remain speculative at this early date. Nearly every provision and segment of the settlement lies open to negotiation, clarification, and comparison with state laws. Changes in policies and procedures in the community colleges will follow, but their nature and extent are not easily seen as yet. Nevertheless, the following paragraphs hint at possible effects and reactions resulting from the Massasoit Contract.

1. System-wide Negotiations

Given the competition between state and national education associations and the frequent friction between college faculty and administration one may

hypothesize that: The other community colleges will form similar associations, bargain collectively with the Board, and eventually join together in a system-wide association for system-wide negotiations. Such system-wide bargaining would offer a real position of strength for the college faculties. Possibly the state college system, the University of Massachusetts, and other state institutes could be drawn into such system wide negotiations. The success at Massasoit may determine how readily other institutions will follow its path. Since beginning this study, we note with interest the completed negotiations at nearby Bristol Community College and beginning negotiations at several Massachusetts State Colleges.

2. The Bargaining Unit(s)

At the present time only one bargaining unit exists. Bargaining units are defined and held together by the "community of interest" which determines their collective enterprise. As time passes and more segments of the college and the system come together, we can hypothesize that: New bargaining units will develop as new communities of interest become apparent.

Deans of students, deans of faculty and other administrators may share experiences and goals which would encourage them to join together to collectively negotiate with the Board. Such negotiations would be separate and distinct from those of the current faculty. As the community colleges develop a more heterogeneous faculty, operating more vocational programs staffed by individuals whose primary credentials are occupational, its members may split into more than one faculty bargaining unit. Thus, faculty of career programs might form a separate unit.

3. Wages and Salaries

Thus far wages and salaries present a notable exclusion from the Massasoit agreement. This seems politic from the State Board's point of view because of the potentially wide ranging effects of negotiating these issues

with one of the community college faculties. The Board could not justify different salary schedules between Massasoit and the rest of the system. The Board cannot hope, however, to keep wages and salaries out of future negotiations. In the immediate future the Board will be forced to negotiate on matters of salary and wages.

4. The Relationship of the Board and the Association

The Board and the Association have much to bargain about, this is the essence of collective negotiations. On the other hand, the Board and the Association have common goals, the development of a sound and effective regional community college system. Thus although conflicts are inevitable, the Board may formally or informally use the Association to put pressure on the legislature to speed up the growth of the community college system. As already pointed out in earlier sections the Board seeks Association support in maintaining and improving the teaching load, getting additional counselors and librarians, and the like.

5. Improving the Quality of Community College Education

The agreement was introduced to the faculty as a "protective" agreement and in many senses it definately solidifies the faculty's power and prerogatives. As it currently stands, the contract appears to abet faculty conservatism and seems not to encourage innovation, creativity in teaching and commitment to student-faculty relations. Its aim seems to limit improving education thru concern with conditions of employment rather than the teaching process itself.

Recent literature, Chronicle of Higher Education March 6, 1970, has stressed the conservative nature of faculties in the area of new ways of teaching and meaningful programs. Recent events signal that higher education needs innovation and change. Responsiveness to these issues is important. Yet, it appears that while the faculty's position is strengthened through

collective bargaining, other segments of the college community, notably the students, will have even greater difficulty exerting influences for beneficial changes. The protective nature of the contract suggests that in community colleges the faculty will continue with the same teaching methods, the same limited contact with students, and the general maintenance of the status quo. All this in a time that demands radical, new solutions.

6. Student-Faculty Relationships

Student involvement in such things as faculty selection, firing, hiring, departmental representation, representation at faculty meetings or in the association are all absent. Student involvement in course evaluation will not occur nor will they help in many facets of college governance. All of these define areas in which students should have an interest and a voice. And indeed, many institutions of higher learning have taken steps to assure students of a role in such decisions.

Assuming for a moment that the contract is very powerful, what part does it offer students in the life of the College? Very little, unless the Association wills it. A very important area for future development will be student-faculty-Association relationships. Quite possibly students themselves, in order to have a voice in the College, will have to organize and collectively negotiate with the Association or the Board.

7. Faculty-Administration Relationships

The contract redefines the roles of administrators in the College. As previously discussed, administrative staffs will owe their positions in great part to the faculty selection committees. The dean of faculty's role in curriculum development, hiring, and evaluation are effectively transferred to faculty committees. Some have suggested that he becomes an unnecessary appendage. Inevitably, future interactions between the Association and the

administration will redefine administrative roles.

One final comment, the Board's negotiating team did not include any community college administrators. Yet the provisions of the contract affect them more directly than any other group, and probably they have more of an experiential "feel" for the contract's implications. In the future it would seem wise to include such individuals to gain from their reactions and insights.

The Massasoit Faculty Association has negotiated the first contract in the history of Massachusetts higher education and one of the few throughout the country. It represents a small beginning which holds great promise for the future of community colleges. The critical task is to develop an agreement between administration and faculties which will not entrench the old, but provide a means for continual criticism and improvement of the system.

REFERENCES

1. General Laws of Massachusetts, Chapter 149, Section 178F. as amended in December, 1967.

2. Lieberman, M. and Moskow, M.H. Collective Negotiations for Teachers. Chicago: Rand McNally & Co., 1966.